

13. HANDLING CHARGES: Handling charges shall not include any duplication of direct charges, nor shall be inflated to increase anticipatory profit. The offeror shall insert Subcontractor Handling Charges and Material Handling Charges in Section J, Attachment 1. The handling charges shall be the maximum handling charges to be used for award of any resulting task orders or service orders. These handling charges may be negotiated downward with award of individual task orders. Handling charges shall not be applied to travel or bonds.

****14. TEAMING: Teaming arrangements and joint ventures between offerors are encouraged under 13CFR121, 124, or 126 guidance and other applicable laws and regulations, if required, to provide the full depth and breadth of experience and capability required under this solicitation and resulting contracts. Teaming arrangements can benefit both contractors in their experience levels, small business mentoring, as well as provide opportunities for both contractors to obtain a portion of the available work. If the Prime contractor proposes subcontractors as "team members," the "team members" shall be identified by business size and name, and priced using the same burdened rates or formulas as offered by the prime contractor. For these "team members," the prime contractor shall not apply any additional charges (i.e., handling charge, profit, etc.) to their labor on individual task order proposals, service orders, and invoices.**

15. SUBCONTRACTS: Subcontracting policies and procedures shall be in accordance with FAR 44 and as otherwise noted in the terms and conditions of the contract. For T&M task orders, special attention should be given to FAR 52.244-2 and 52.232-7, regarding consent and payment respectively. In cases where the contractor chooses to subcontract work to be performed, the contractor shall compete/select subcontractors on a competitive basis in accordance with FAR 52.244-5, to the maximum extent practicable. The prime is encouraged to include local subcontractors in the competition. When the contractor makes the decision to subcontract, the contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the task order. All cost proposals submitted by the prime that include subcontracts shall be based upon the selection of subcontractors offering the best value to the Government.

16. ORDERING: The U.S. Army Engineering and Support Center, Huntsville, is the only authorized ordering office under the resultant contract(s) (reference FAR 52.216-18). Other agencies may be delegated this authority, and advance written notice will be given to the contractor. In addition to, or in lieu of mailing an order, the Contracting Officer may issue an order orally, by facsimile or by electronic commerce methods, at his/her discretion. Included herein is any Ordering Officer, acting within its authorized limitation, which has been duly appointed in writing by the Director of Contracting.

17. ZONES.

a. The proposal schedule is set up based on three zones as follows:

<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3 (OCONUS)</u>
CONUS	Alaska	Guam
	Hawaii	Portugal
		Turkey
		Spain
		Japan
		Germany
		England
		Korea
		Italy

b. Small businesses must propose on Zone 1, but are not required to propose on Zone 2 or Zone 3, and may propose on all zones if they so desire. Offerors submitting a proposal for unrestricted awards must propose on all zones (Zones 1, 2, and 3). The offeror must identify which zones it is proposing on. If the offeror does not wish to propose on a particular zone, it should not complete the Section J Attachment for that zone (i.e., if the offeror does not wish to propose on Zone 2, it should leave Zone 2 blank in the Attachment and make a statement as to which Zones it is proposing on). See Section L, Paragraph 2.3.3.

LINE ITEM SUMMARY

INDEX OF SECTION B LINE ITEMS:

It is anticipated that the majority of task orders issued against resultant contracts will be services and subject to the Service Contract Act.' Some task orders issued may be considered 'Construction' and subject to the "Davis-Bacon Act." For Service Contract Act task orders, Performance Based Contracting methods under FAR Subpart 37.6 will be utilized. The scopes will be structured around the purpose of the work to be performed as opposed to the manner in which the work is to be performed. The scopes will allow the contractor freedom to determine how to meet the Government's performance objective. Performance measures for each task order will be agreed before award depending on the nature of services/work required. The applicable performance measures/metrics may include, but are not limited to, quality of the services/work, progress reporting, safety incidents, and meeting task order technical and schedule requirements. The Government may also employ non-monetary incentives/disincentives, as authorized by FAR 37.602-4. Example of positive incentive – Recognition of excellent contractor performance on the CEHNC (Corps of Engineers, Huntsville) website and in the CEHNC newsletter. Example of negative incentive – Reporting of substandard contractor performance to the CEHNC Director of Contracting or the Commander.

(End of clause)

52.242-4000 PERFORMANCE EVALUATION OF CONTRACTOR

Per individual task order(s), or as otherwise directed by the Contracting Officer, the contractor's performance will be evaluated upon final acceptance of the work. However, interim evaluations may be prepared. Final evaluation will be prepared within 45 days after delivery is complete. Delivery is considered to be complete when all items have been shipped and/or when performance of the services is substantially complete, i.e., when final report and/or completion of work has been determined technically acceptable.

(End of clause)

52.242-4016 KEY PERSONNEL

a. Key personnel includes Program Manager, Facility Maintenance Manager, Contract Administrator, and Project Manager.

b. It is essential that the key personnel identified in the contractor's offer (including those of significant subcontractors and new hires) be used to perform work under this contract. Prior to diverting any of the specified individuals to other programs, the contractor shall notify the contracting officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the contractor without the written consent of the contracting officer: PROVIDED, that the contracting officer may ratify in writing such diversion and such ratification shall constitute the consent of the contracting officer required by this clause. The personnel listing may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

(End of clause)

****SUBCONTRACTED KEY PERSONNEL**

Subcontracted Key Personnel is defined as those subcontracted individuals who occupy positions referenced in Section H, clause 52.246-4016.

(End of clause)

****NEW HIRE KEY PERSONNEL**

. New Hire Key Personnel is defined as those individuals who are not currently employed by the offeror **who occupy positions referenced in Section H, clause 52.246-4016.**

The Government reserves the right to furnish part or all documentation, materials, and/or equipment as may be deemed necessary by the Contracting Officer or his duly authorized representative for performance of each order issued, subject to the terms and conditions of the applicable clause(s) of this contract and/or individual task orders.

(End of clause)

SUBCONTRACTING PLAN SUBSTITUTIONS. Contractors are specifically notified that based on DFARS 252.219-7003 (g) and as a supplement to FAR 52.219-9, in those subcontracting plans which specifically identify small, small disadvantaged, and women owned businesses, the Contractor should notify the Contracting Officer of any substitutions of firms that are not small, small disadvantaged, and women owned businesses for the firms listed in the subcontracting plan. Notification shall be in writing and should occur within a reasonable period of time after award of the subcontract. Contractor-specified formats will be acceptable.

****CONTRACTOR QUALIFICATIONS:** The contractors should possess sufficient equipment, personnel, organizational, financial, and technical capability to ensure satisfactory completion of the contract. Experience in performing and/or managing repair work at medical and other facilities, either as a prime, subcontractor, or in a teaming arrangement is desired, as well as experience in developing schedules, quality control plans, safety plans, and methods of cost control. Experience in providing quality assurance over required effort, corporate experience and knowledge in managing operation and maintenance programs, to include personnel, and management of subcontractors is also desired. The primary focus of this contract is medical facilities, and secondarily, relevant non-medical facilities.

JOB DESCRIPTIONS

SECTION H

JOB DESCRIPTIONS

1. JOB DESCRIPTIONS: The Contractor should possess a variety of skills in order to perform this effort. There is no limitation on the use of employees with qualifications exceeding those listed. Recommended Qualification Standards for Labor Categories not covered by Service Contract Wage Act (SCWA) are set forth below. Job description for labor categories covered by SCWA are defined by the U.S. Department of Labor. Registered professionals (e.g., engineers, architects, hygienists, operators, etc.) shall be available to perform and certify work, such as work that involves a potential life safety threat. The contractor will be responsible for ensuring that personnel are properly qualified (i.e., have the necessary certifications) to certify any work requiring certification.

a. Program Manager.

Has overall responsibility for the contractor's operation and maintenance (O&M) program and serves as the single point of contact and liaison between the Contracting Officer and the contractor. Should have a recognized four-year college degree in engineering or related field or business management. Should have a minimum of ten years experience managing and supervising facility operation and maintenance (O&M) projects. Should be familiar with the various codes and standards applicable to the O&M tasks covered by the scope of work.

b. Project Manager

Has overall responsibility for one or several operation and maintenance (O&M) project(s). Should have a recognized four-year college degree in engineering or related field or business management. Should have a minimum of five years experience managing and supervising facility operation and maintenance

(1) UNILATERAL ORDERS. Use of unilateral (time-and-materials) task orders wherein the contracting officer will send to the contractor a statement of work (SOW) and a not-to-exceed dollar amount to be performed at the hourly rates stipulated in the applicable portion of Schedule B (or attachment) of this contract (or as otherwise stipulated in the contract) and any other direct/indirect costs to be associated with the performance of the SOW. The provided dollar amount shall constitute an estimated ceiling price which the contractor may not exceed except at his own risk. If the contractor anticipates that the work effort cannot be completed within the ceiling price, the contractor shall submit to the contracting officer within 30 days of reaching 85% of the ceiling, or as specified in the individual task order, a justification for any anticipated increase in the amount of the ceiling price. The contracting officer may either increase or allow the ceiling price to remain in effect. The contractor SHALL NOT transfer labor, material or travel dollars between separate orders without the prior approval of the contracting officer. (For further explanation, reference Section I, FAR clause 52.232-7 "Payments under Time-and-Materials and Labor-Hour Contracts.")

**** (2) BILATERAL ORDERS.** Prior to issuance of any bilateral task over \$100K, the Government will transmit a Request for Proposal (RFP), the Scope of Work (SOW) and any applicable wage determinations or Collective Bargaining Agreements to all contractors within the appropriate Facility Size Range, unless one of the exceptions of FAR 16.505(b)(2)(i) through (iv) apply. After receipt of the RFP, SOW and applicable wage determinations, the contractor shall provide a cost proposal to perform the SOW utilizing the labor categories or formulas set forth in this contract. The proposal must include all elements requested in the RFP, such as labor, materials, travel, subcontracting, etc., required for completion of the SOW, and the technical rationale therefore. Proposals will be required by the date of the RFP letter. Based upon the contractor's proposal, the Government will select the contractor that is determined to be the best value to the government, price and other factors considered. Other factors to be considered include, but are not limited to: technical/management approach, past performance on other task orders, and cost control. The Department of the Army has issued a mandate that all proposals be restricted to 5 pages. Discussions may be held with one or more contractors, or just the contractor that the government determines to be the best value. An agreement on an estimated ceiling price if for a time-and-materials order, or for a fixed amount in the event of a firm-fixed price order will be established between the parties. After agreement by the Government and the contractor considered to be the best value to the government, the Government will provide an unsigned task order containing the SOW and wage determinations (as applicable) at the agreed-upon estimated ceiling price or fixed price for signature by the contractor. The contractor must return the signed task order to the Government for signature by the contracting officer within 3 workdays of receipt. **EXPEDITED.** When task order performance is urgent, the Government will transmit the SOW via facsimile or other electronic means. Within 2 working days and not later than the third morning (10:00a.m.) the contractor shall provide an estimate of the cost to perform the SOW and the technical rationale therefore. Discussions, if necessary, will be conducted to determine a fair and reasonable price. Upon agreement of the not-to-exceed ceiling price or fixed price, the Government will transmit the task order via overnight mail service or issue a facsimile award, whichever is most advantageous and price effective. The Government will strive to allow as much time as possible for RFPs to be issued and proposals to be received. Contractors are not required to submit a proposal; and a "no proposal" advisement will not be viewed in a negative manner. **The government will require concurrent task order performance only to the extent commensurate with the contractor's resource capability/capacity at that time.** If the RFP is for a site where there is currently a task order in place which is expiring and the award is going to be made to a contractor other than the incumbent, a bilateral modification to the existing task order may be performed to extend the current task order for a period of time (probably 2-4 weeks), when necessary, to accommodate ramp down of the current contractor and ramp up of the incoming contractor. Responsibilities for the ramp up and ramp down will be delineated between the two contractors. Upon award of the task orders, an e-mail will be sent to all contractors notifying them of the identity of the successful offeror. Awards will be made prior to the performance period of the task order.

e. If the contractor determines that the SOW is not within the scope of the basic contract, the contractor shall notify the contracting officer immediately in writing and shall include the reason for such judgment.

f. All orders will be signed by the contracting officer before performance of work is to begin. No work shall be initiated by the contractor prior to receipt of the signed task order, unless otherwise directed/authorized by the contracting officer. It is the intent of the Government to distribute the issuance of task orders over the period of the contract; however, due to the nature of the mission, there is no guarantee of an orderly flow of work. Task orders may be issued under this contract from date of award throughout contract period of performance.

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(2) The contractor will notify the U.S Army Engineering and Support Center Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION
Employee Class Monetary Wage-Fringe Benefits

(PLEASE NOTE THAT THESE RATES ARE CURRENT RATES, NOT TO BE CONFUSED WITH THE DATE OF THE FAR CLAUSE DEVELOPMENT, MAY 1989).

AC Equip Mech	WG-10	\$16.43
Architect	GS-11	\$20.64
Carpenter	WG-09	\$15.71
Civil Engineer	GS-12	\$24.74
Contract Administrator	GS-11	\$20.64
Electrical Engineer	GS-11	\$20.64
Electrician	WG-10	\$16.43
Electronics Mech	WG-10	\$16.43
Electronics Tech	GS-07	\$13.94
Engr Draftsmen	GS-06	\$12.55
Fire Protection Engineer	GS-11	\$20.64
Fuel Distribution Sys Oper	WG-10	\$16.43
General Engineer	GS-11	\$20.64
Instrument Mech	WG-10	\$16.43
Laborer	WG-02	\$9.99
Mason	WG-10	\$16.43

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

**52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **561210**.

(2) The small business size standard is (**\$30 million dollars**)

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

SECTION L

Instructions, Conditions, and Notice to Offerors

1.0. PURPOSE.

****1.1. Purpose of Section L:** The purpose of this section is to provide instructions concerning the organization of the proposal. The offeror should propose to satisfy the requirements as set forth in this solicitation. The offerors should prepare their offers on the presumptions that the Government has no prior knowledge of the offerors, except for the past performance factor, unless otherwise presented in the submittal. Failure to meet a "shall" or other mandatory requirements in the solicitation may render the offeror's proposal unacceptable for award. **If a small business concern is submitting a proposal for a restricted and an unrestricted award, it should submit only one proposal; multiple proposals will not be considered.**

2.0. PROPOSAL FORMAT.

2.1 Submittal Volumes: The format of the proposals submitted in response to this solicitation should be submitted in five (5) volumes consisting of:

Volume I, Technical

Volume II, Management

Volume III, Past Performance

Volume IV, Small Business Participation (Part 1) and Small Business Subcontracting Plan (Part 2). This volume applies to large businesses only.

Volume V, Pricing

Other documentation as required by the solicitation (see paragraph 9 below)

These volumes shall be considered the offer. The Government reserves the right to use information outside the offer which is clearly contrary to, or inconsistent with, the offer content in the evaluation.

2.2 FORMAT

One (1) original, seven (7) hardcopies, and (2) electronic copies of all volumes should be submitted. Electronic copies provided should be submitted in Adobe Acrobat Portable Document format (PDF) on compact discs (CD). An outline should be included at the root level of the CD that lists each file included, as well as a short description of each file. An index of the sections for each volume should be provided and should contain the title of the matters discussed referencing the specific topics addressed in these instructions. The offeror should present the proposal information in the sequence it is requested herein.

2.3. PROPOSAL CONTENT

2.3.1 Proposal Detail: The offeror is responsible for including sufficient details to permit a complete and accurate evaluation of the proposal from a technical, management, past performance, small business usage and cost standpoint. The proposal must adequately reflect the offeror's ability to provide the services described in Section C of the solicitation. The Government will not make any assumptions concerning the offeror's intent, capabilities, facilities, and experience. Clear identification is solely the responsibility of the offeror.

2.3.2. Parroting: The offeror is cautioned that "parroting" of the requirements of the RFP along with a statement of intent to perform does not reveal the offeror's understanding of the problem or his capability to solve it. The offeror should not only state they can meet the requirement; they must explain in detail how they will meet the requirement. The inclusion of "filler" material from previous proposals or commercial applications should be avoided unless it has a direct application to the objective of this solicitation.

resources, materials, facilities, software and equipment and description of same to be used in accomplishing the requirements of the scope of work.

3.2. Technical Volume Sections. The Technical Volume should consist of the following sections:

- a. Technical experience in the Operation and Maintenance of medical and relevant non-medical facilities (note that past experience is not past performance; past experience is what you did, and past performance is how well you did it).

******(1). Provide a list of **up to 10 projects** for the last five years as of the closing date of this solicitation that were directly related to Operation and Maintenance of medical and relevant non-medical facilities and medical facilities systems and equipment. Offeror should demonstrate its capability to perform multiple concurrent O&M facility maintenance projects in various locations. Contracts with any organization, government or commercial, may be included if the offeror concludes that the work was relevant to this solicitation. Federal Government contracts are of primary interest, but contracts with state and local governments and commercial contracts may be included. This list should show the principal type of work performed in accordance with the above listed categories. This list should include:

- Dates the job was begun/completed or on going
- Size of the facility
- A description of the job
- A description of the materials and/or systems involved
- Award amount for the job
- Listing of all subcontractors used on each job and a percentage of their participation. This list should show the offeror's experience as a prime contractor. If the list of experience was accomplished as a subcontractor, then the offeror should indicate the percentage of the job performed.

(2). The offeror should demonstrate corporate technical experience in medical facilities Operation and Maintenance services and may provide documentation on relevant non-medical projects. The primary focus for evaluation will be on relevant medical projects. Extensive experience in one specific type of technology is not by itself considered a qualifying factor. The offeror should document any criteria or experience that uniquely qualifies the offeror to successfully fulfill the proposed contract, (i.e., maintaining compliance with relevant codes and standards, such as JCAHO and NFPA.) Significant or innovative accomplishments should be listed.

b. Technical Approach. Describe the technical approach to be utilized in operation and maintenance (O&M) services for medical and relevant non-medical facilities at various locations, to include the following areas:

- (1) operations;
- (2) scheduled (preventive) maintenance;
- (3) site safety and health plan;
- (4) site quality control plan;
- (5) facility operation and maintenance plan;
- (6) commissioning plan;
- ****(7) repair, replacement and renovation of facility systems and components, utility systems and components, and building and site O&M services for Government medical and **relevant** non-medical facilities;
- (8) compliance with codes and standards (JCAHO, NFPA, ADA, etc);
- (9) hospital aseptic management services; and
- (10) Computerized Maintenance Management Systems (CMMS), including Defense Medical Logistics Standard Support - Facility Management (DMLSS-FM)

4.0. VOLUME II: MANAGEMENT

Paragraph 3.2.a(1). Past Performance will also be evaluated for significant subcontractors, and new hire/subcontracted key personnel. In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance.

****5.4. Past Performance Matrix.** The offeror should present a matrix in the format shown below (or similar so long as the requested information is provided) on up to ten (10) medical facility and relevant non-medical Operation and Maintenance type projects **performed within the last five years** directly related to the operation and maintenance of medical facilities (may include Federal, State, and local government, as well as private sector). Medical and relevant non-medical facility Operation and Maintenance projects should include facilities such as hospitals, medical clinics, dental clinics, medical laboratories, and other health care facilities that fall under JCAHO and other medical standards. Offerors are permitted to provide information on any problems encountered on any or all identified contracts and the offeror's corrective actions taken for those issues. All referenced projects provided should have been performed in the last five years as of the closing date of this solicitation and demonstrate the offeror's capability and experience to perform the work as described in Section C. The offeror may use any format to show these projects, so long as the requested information on all prime contractor projects and subcontractor projects is provided. All points of contact, addresses, telephone numbers, data fax numbers, etc. must be verified correct by the offeror prior to submission to the Government as part of the offeror's proposal. Points of contact must be knowledgeable of past performance from a contractual, managerial, and technical perspective.

Reference Format (or similar format)

Project Title /Location					
Project Description, including size of facility					
Project Start/Ending Dates					
Prime Contractor Performing Work					
Subcontractor(s) Performing Work (indicate discipline)					
Contractor Managing the Work					
Contract Value/ Actual Awarded Amount					
POCs, Phone, Fax, Address, e-mail					

5.5. Past Performance Questionnaire.

5.5.1. A past performance questionnaire is included in Section J. The offeror should forward this questionnaire, as a minimum, to each of the points of contact provided in the Past Performance Matrix shown in paragraph 5.4. This is not a requirement for subcontractor key personnel, significant subcontractors, or key personnel. This questionnaire can also be obtained electronically by e-mailing the request to the address below. The point of contact should be directed to complete the questionnaire and forward it to:

Susan Cunningham
4820 University Square
CEHNC-CT-S (CUNNINGHAM)
Huntsville, AL 35816
Susan.L.Cunningham@hnd01.usace.army.mil
Phone: 256-895-1137
Fax: 256-895-1262

5.5.2. Questionnaire Due Date: The past performance questionnaire should be returned by the closing date of the solicitation or within five calendar days of the closing date of this solicitation. The Government may, but is not obligated to, call all points of contact to discuss their responses.

****5.6. Past Performance Assessment..** The government will consider the currency, relevancy, and source of the information, as well as general trends in performance. Recent good performance will not necessarily outweigh poor prior performance, and vice versa. This comparative assessment of past performance differs from the government's responsibility determination under FAR subpart 9.1. The past performance assessment will take into account, as appropriate, past performance information on predecessor companies, affiliated corporations (provided that these corporations share management with the offeror or will contribute to performance under the resultant contract), and proposed significant subcontractors (see para 4.2e for definition). If the offeror has no record of relevant past performance, or when this information is not available, the offeror will not be evaluated favorably or unfavorably on past performance. The evaluation will also take into account, the past performance of new hire key personnel or subcontracted key personnel. In addition to the possible 10 projects for the prime, the offeror will provide up to 3 relevant projects for significant subcontractors, new hire key personnel, or subcontracted key personnel (as applicable) following the matrix in Paragraph 5.4. For clarification, no questionnaires need to be sent for these references." Assessment of the offeror's past performance will be one means of evaluating the credibility of the offeror's proposal and relative capability to meet performance requirements. Evaluation of past performance will be based on consideration of all relevant facts and circumstances. It will include a determination of the offeror's commitment to customer satisfaction and will include conclusions of informed judgment. Under the conditions of FAR 15.305(a)(2)(ii), offerors will be given an opportunity to address unfavorable reports of past performance. Recent contracts **may** be examined to ensure that corrective measures have been implemented. Prompt corrective action in isolated instances may not outweigh overall negative trends. The Government reserves the right to contact as many references/sources as it deems necessary to conduct a proper past performance verification/evaluation.

****5.7. Identify Terminated Contracts.** The offeror should provide information on its terminated contracts/orders (whether for convenience or default), cure/show cause letters, and the offeror's response to such actions. . **The offeror should submit the same information for significant subcontracts, new hire, and subcontracted key personnel.**

6.0. VOLUME IV: SMALL BUSINESS PARTICIPATION AND SMALL BUSINESS SUBCONTRACTING PLAN.

6.1. Application. This volume is applicable to other than Small Business Concerns only. Volume IV consists of two parts; (1) small business participation and (2) small business subcontracting plan. Large business offerors shall provide the following as Volume IV of the proposal:

a. Small Business Participation (Part 1 of Volume IV). Information requested in the Small Business Participation section (Section 6.2) must be submitted at the time the offer is submitted as "Part 1 of VOL IV."

b. Small Business Subcontracting Plan (Part 2 of Volume IV). A small business subcontracting plan as described in Section I, Contract Clause FAR 52.219-9, Small Business Subcontracting Plan. Information contained in this section will not be used as part of the evaluation criteria, reference Section M, paragraph 2.6. This information will be requested as applicable from large business offerors before award. The offeror must submit the subcontracting plan (only upon request) within five working days after notification.

6.2. Small Business Participation.(Part 1 of Volume IV).

Section M - Evaluation Factors for Award

CLAUSES

SECTION M
Evaluation Factors for Award

1.0. EVALUATION CRITERIA.

1.1. Assessment.

A detailed evaluation will be made of the proposals and the results provided to the Contracting Officer for determination of award. The award will be based on an integrated assessment of the areas set forth in detail below to determine the proposal that provides the best value to the Government and greatest overall benefit in response to the requirement.

****1.2. Ratings.**

****1.2.1** Technical, Management, Small Business Participation Volumes. The Government will make an evaluation of these volumes based on the adjectival ratings in the chart below. The government may also use additional rating identifiers such as high, medium, and low (i.e., the offeror may obtain a rating of Excellent-Medium, Good-High, etc).

***Additional rating identifiers = High, Medium, and Low**

ADJECTIVAL	COLOR	DESCRIPTION
Excellent	Dark Blue	Excellent in all respects; offers one or more significant advantages not offset by disadvantages; very good probability of success with overall low degree of risk in meeting the Government's requirements.
Good	Green	High quality in most respects; offers one or more advantages not offset by disadvantages; good probability of success with overall low to moderate degree of risk in meeting the Government's requirements.
Satisfactory	Yellow	Adequate quality; any advantages are offset by disadvantages; fair probability of success with overall moderate to high degree of risk in meeting the Government's requirements.
Susceptible to Being Made Acceptable	Pink	Overall quality cannot be determined because of errors, omissions or deficiencies which are capable of being corrected without a major rewrite or revision of the proposal.
Unsatisfactory	Red	A proposal which contains major errors, omissions or deficiencies, or an unacceptably high degree of risk in meeting the Government's requirements; and these conditions can not be corrected without a major rewrite or revision of the proposal.

1.2.2 Past Performance. The Government will make an evaluation of this volume of the offer based on the adjectival ratings in the chart below. The government may also choose to use additional rating identifiers such as plus (+) and minus (-) (i.e., the offeror may obtain a rating of Low Risk (-)minus, High Risk (+)plus, etc).

ADJECTIVAL	COLOR	DESCRIPTION
Low Risk	Dark Blue	Based on offeror's past performance record, essentially no doubt exists that the offeror will successfully perform the required effort
Moderate Risk	Green	Based on the offeror's past performance record, some doubt exists that the offeror will successfully perform the required effort.

High Risk	Red	Based on the offeror's past performance record, extreme doubt exists that the offeror will successfully perform the required effort.
**Unknown Risk	White	No relevant performance record is identifiable upon which to base a meaningful performance risk prediction. A search was unable to identify any relevant past performance information as defined in Section L, paras 5.3, 5.4, and 5.6. This is neither a negative nor a positive assessment.

2.0. EVALUATION FACTORS FOR AWARD.

2.1. A team of Government employees selected by the Contracting Officer will evaluate proposals. The evaluation criteria and their relative order of importance are listed below.

**2.1.1. There are five evaluation factors for award. The four adjectivally rated factors are shown below (Factors 1 – 4). The fifth evaluation factor, Price, is not adjectivally rated. It is an important factor and its importance will increase as the degree of equality between proposals increases.

Technical (Factor 1)
Management (Factor 2)
Past Performance (Factor 3)
Small Business Participation (Factor 4)
Price (Factor 5)

2.1.2. The relative order of importance of the factors is as follows:

Factor 1 and 2 are equal in importance and are each more important than factor 3.
Factor 3 is significantly more important than Factor 4.
Factor 5 is approximately equal in importance to Factor 3.

2.2. Factor 1 – Technical.

The offeror's technical abilities will be evaluated for suitability in relation to the Government's needs. The offeror's clear and comprehensive responses to the instructions in Section L, as well as the offeror's understanding and application of the contract will assist in the evaluation of the technical sub factors. The Government will evaluate the Contractor's technical experience **(sub factor 1) and technical approach (sub factor 2) to determine those offerors with the best overall technical proposal. Sub factors 1 and 2 are equal in importance.

Sub factor 1 – Technical Experience
Sub factor 2 - Technical Approach

**2.3. Factor 2 – Management Organization.

The offeror's management **organization** approach will be evaluated for suitability in relation to the Government's needs. The offeror's clear and comprehensive responses to the instructions in Section L, as well as the offeror's understanding and application of the contract will assist in the evaluation of the management sub factors. The Government will evaluate the offeror's organization (sub factor 1), management approach and controls (sub factor 2), key personnel qualifications (sub factor 3), cost control (sub factor 4), and corporate qualifications (sub factor 5) to determine

those offerors with the best overall management proposal. The sub factors 1 through 5 (except 4) are equal in importance. Sub factor 4 is somewhat less important than each of factors 1, 2, 3, and 5.

Sub factor 1 – Management Organization
Sub factor 2 – Management Approach and Controls
Sub factor 3 – Key Personnel Qualifications
Sub factor 4 – Cost Control
Sub factor 5 - Corporate Qualifications

2.4. Factor 3 - Past Performance

2.4.1. Each offeror will be evaluated on performance under existing and prior contracts/subcontracts for services similar in scope, magnitude, and complexity to this requirement as stated in Section L. Information will also be considered regarding any significant subcontractors, subcontracted key personnel, and new hire key personnel; however, the past performance for the prime contractor will carry more weight in the evaluation process, as applicable. The Government will focus on information that demonstrates the offeror's past performance relative to the size and complexity of the procurement under consideration. Past Performance should reflect projects listed in the Technical Volume, Experience, Section L, Paragraph 3.2.a (1). The evaluation will include conclusions of informed judgment and the basis for conclusions of judgment will be documented.

2.4.2. Recent contracts may be examined to ensure that corrective measures have been implemented. Prompt corrective action in isolated instances may not outweigh overall negative trends. In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance.

****2.4.3. Evaluations will be made utilizing information obtained from the past performance questionnaires returned to the Government from the offeror's customers (see Section L, Paragraph 5.5.1); information obtained from calling the references listed in the past performance matrix (see Section L, Paragraph 5.4), PPIMS (Past Performance Information Management System), other electronic past performance information means, other customers known to the Government, and others who may have useful and relevant information. Assessment of the offeror's past performance will be one means of evaluating the credibility of the offeror's proposal. Subfactors 1,2, and 3 are equal in importance, and sub factor 4 is slightly less important than each of sub factors 1, 2, or 3. .**

2.4.4. Sub factor 1 - Quality of Product and Service.

The quality of product and service will be evaluated based on the offeror's past ability to provide products and services that meet contract requirements.

2.4.5. Sub factor 2 - Cost and Schedule Management.

Cost and schedule management will be evaluated based on the offeror's past ability to forecast and control costs and adhere to contract schedules.

2.4.6. Sub factor 3 - Customer Satisfaction and Concern for the Interest of the Customer.

Customer satisfaction and interest of the customer will be evaluated based on the offeror's past commitment to customers' satisfaction and the offeror's general business-like concern for the interest of the customers.

2.4.7. Sub factor 4 - Compliance with Labor Standards and Adherence to Safety Plan.

Compliance with labor standards, Collective Bargaining Agreements, and adherence to safety plan will be evaluated on the offeror's past ability to successfully comply with applicable labor standards, Collective Bargaining Agreements, and the offeror's record of adhering to their safety plan.

2.5. Factor 4 - Small Business Participation (Required for Large Businesses Only).